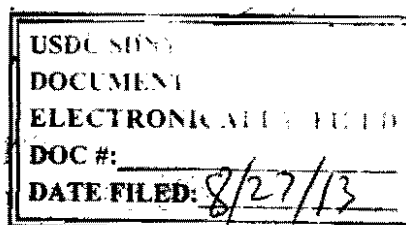


08/26/2013 16:33 FAX 215 238 1968

KOHN SWIFT &amp; GRAF PC

003/006

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK



ALDO VERA, JR., as Personal  
Representative of the Estate of Aldo Vera,  
Sr.,

Plaintiff,

v.

THE REPUBLIC OF CUBA

Defendant,

v.

COMMERZBANK AG,

Garnishee.

12 Civ. 1596 (AKH)

STIPULATED TURNOVER ORDER

AND NOW, this 27 day of August, 2013, counsel for Plaintiff Aldo Vera, Jr. and Commerzbank AG ("Commerzbank") stipulate and agree as follows:

1. Plaintiff Aldo Vera, Jr., as personal representative of the Estate of Aldo Vera, Sr., obtained a Judgment in this Court on August 20, 2012 in the amount of \$49,346,713.22, of which \$48,511,553.06 remains unsatisfied.

2. On August 23, 2013, the Plaintiff filed an Amended Uncontested Motion for Turnover Pursuant to Federal Rule of Civil Procedure 69 and CPLR 5225(b) against Commerzbank (the "Motion") (ECF Dkt. No. 289), which is currently pending before the Court.

3. Commerzbank has provided notice to the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC") of this Motion and OFAC has not appeared or otherwise objected to the relief sought in the Motion.

08/26/2013 16:34 FAX 215 238 1968

KOHN SWIFT &amp; GRAF PC

004/006

4. Plaintiff's Motion establishes that the Turnover Assets detailed in Exhibit 3 of the Motion, totaling \$5,829,840.69 as of July 31, 2013, are subject to turnover pursuant to N.Y. C.P.L.R. § 5225, 28 U.S.C. § 1610(g) and the Terrorism Risk Insurance Act of 2002, Pub. L. No. 107-297, 116 Stat. 2322 (2002), codified at 28 U.S.C. § 1610 note, in partial satisfaction of Plaintiff's judgment.

5. Plaintiff's counsel has provided notice to the judgment creditors in *Villoldo v. Castro Ruz*, No. 11-cv-9394 (LTS) (S.D.N.Y) and *Hausler v. The Republic of Cuba, et al.*, No. 09 Civ. 10289 (VM) (S.D.N.Y.) of this Stipulated Turnover Order. Plaintiff's counsel has informed Commerzbank's counsel that these judgment creditors shall execute certain covenants not to sue Commerzbank, which covenants will be delivered in escrow to counsel for Commerzbank in advance of the transfer of the Turnover Assets as provided for below.

6. Within ten (10) business days after this Order is no longer subject to appeal and after delivery to Commerzbank's counsel of the covenants not to sue, Commerzbank shall pay and turn over to Plaintiff \$5,829,840.69 plus accrued interest by wire transfer to Kohn Swift & Graf, P.C. pursuant to wire instructions to be furnished Garnishee by Plaintiff, in partial satisfaction of Plaintiff's judgment of August 20, 2012.

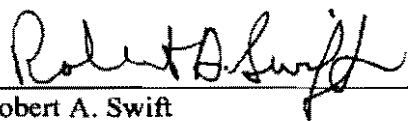
7. Upon payment and turnover of the aforesaid amount (a) Plaintiff releases and discharges Commerzbank from all liability and obligations of any nature to Plaintiff.

08/26/2013 16:34 FAX 215 238 1968

KOHN SWIFT & GRAF PC

005/006

KOHN, SWIFT & GRAF, P.C.



Robert A. Swift  
Admitted *Pro Hac Vice*  
One South Broad Street, Suite 2100  
Philadelphia, Pennsylvania 19107  
Phone: 215-238-1700  
Fax: 215-238-1968

Attorney for Aldo Vera, Jr.

GIBBONS P.C.

Terry Myers  
Paul Saso  
One Pennsylvania Plaza, 37th Floor  
New York, New York 10119  
Phone: 212-613-2171

Attorney for Commerzbank AG

So Ordered:

Alvin K. Hellerstein  
United States District Judge

08/26/2013 16:34 FAX 215 238 1968

KOHN SWIFT & GRAF PC

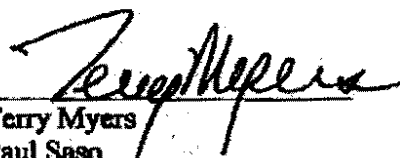
006/006

**KOHN, SWIFT & GRAF, P.C.**

Robert A. Swift  
Admitted *Pro Hac Vice*  
One South Broad Street, Suite 2100  
Philadelphia, Pennsylvania 19107  
Phone: 215-238-1700  
Fax: 215-238-1968

Attorney for Aldo Vera, Jr.

**GIBBONS P.C.**

  
Terry Myers  
Paul Saso  
One Pennsylvania Plaza, 37th Floor  
New York, New York 10119  
Phone: 212-613-2171

Attorney for Commerzbank AG

So Ordered:

  
Alvin K. Hellerstein  
United States District Judge

8-27-13